on appeal does not contain all the evidence offered, a new trial will be granted. *Barton* v. *Burbank*, 119 La. 224, 43 So. 1014; *State* v. *Huggins*, 126 N. C. 1055, 35 S. E. 606. So, also, where by the death or illness of the trial judge the appellant cannot get his bill of exceptions signed and sealed. *Hume* v. *Bowie*, 148 U. S. 245; *Sullivan* v. *White*, 15 S. W. 126 (Texas). Or where the appellant is deprived of his bill of exceptions by the loss of the official stenographer's notes. *Richardson* v. *State*, 15 Wyo. 465, 89 Pac. 1027. See *Mathews* v. *Mulford*, 53 Neb. 252, 73 N. W. 661. Logically, the appellant must furnish a complete report of the evidence to give the appellate court jurisdiction to review the case. *Morin* v. *Claflin*, 100 Me. 271, 61 Atl. 782; *Felheimer* v. *Eagle*, 79 Ark. 201, 95 S. W. 139. Some courts, taking a middle ground, dismiss the appeal if the appellant has made no effort, by proper proceedings in the lower court, to reinstate the lost part of the record. *Buckman* v. *Whitney*, 28 Cal. 555; *Close* v. *Close*, 28 Ore. 108, 42 Pac. 128. It is submitted that an arbitrary rule in favor of or against the appellant should not be adopted. But if the records were lost or destroyed long after the trial, so that the evidence or rulings of the court could not be recalled accurately enough to be reinstated, then justice would require a new trial. Otherwise, grave hardship would ensue, especially in criminal cases.

ATTORNEYS — PROFESSIONAL ETHICS — SOLICITATION OF BUSINESS BY MEANS OF PERSONAL LETTERS. — An attorney made a practice of sending letters and then additional "follow-up" letters to business firms soliciting them to intrust him with their legal business. The letters contained no false or misleading statements, being merely requests for a trial on legal work. *Held*, that respondent's conduct merited censure and must cease. *In re Gray*, 172 N. Y. Supp. 648.

In some states, it is a criminal offense for an attorney to advertise for divorce cases. 1915, CAL. PEN. CODE, 74, § 159 *a*; 1917, ILL. REV. STAT., c. 40, § 21. Even where there is no such statute, such unprofessional conduct is held to be sufficient ground for suspension or disbarment. *People ex rel. Maupin* v. *MacCabe*, 18 Colo. 186, 32 Pac. 280; *In re Schnitzer*, 33 Nev. 581, 112 Pac. 848. Solicitation of legal business by means of paid agents or runners is conduct warranting suspension or disbarment. *Chreste* v. *Commonwealth*, 171 Ky. 77, 186 S. W. 919; *In re Clark*, 184 N. Y. 222, 77 N. E. 1. The contracts for hiring such solicitors are void as against public policy. *Langdon* v. *Conlin*, 67 Neb. 243, 93 N. W. 389; *Alpers* v. *Hunt*, 86 Cal. 78, 24 Pac. 846. *Contra*, *Vocke* v. *Peters*, 58 Ill. App. 338. See 20 HARV. L. REV. 576. Mere personal solicitation of clients, if accompanied by such objectionable features as false statements, mental incompetency, or distress of the person solicited, has been punished by the courts. *In re Welch*, 156 N. Y. App. Div. 470, 141 N. Y. Supp. 381; *In re Lauterbach*, 169 N. Y. App. Div. 534, 155 N. Y. Supp. 478. Recently, widespread advertising in newspapers and by means of printed circulars and folders in extravagant terms brought judicial censure on an attorney. *In re Schwarz*, 175 N. Y. App. Div. 335, 161 N. Y. Supp. 1079. But the principal case seems to be the first case where an attorney has been disciplined by a court for mere personal solicitation unconnected with fraud or the use of paid runners. The New York courts' thus giving official sanction to the Canons of Ethics of the American Bar Association should meet with the approval of the profession.

BILLS AND NOTES — DOCTRINE OF PRICE *VERSUS* NEAL — PAYMENT OF BILL WITH FORGED BILL OF LADING ATTACHED. — An order draft containing the words "value received and charge to the account of $\frac{100}{\text{R.S.M.I.}}$ bales of cotton" was sold to an exchange house with an order bill of lading attached

for the specified cotton. The exchange house surrendered the bill of lading to the drawee bank and obtained its acceptance. The bill of lading was forged. The acceptor paid the ultimate holder of the draft, and debited the buyer of the cotton. *Held*, the buyer can not recover the amount of the draft from the exchange house. *Guaranty Trust Co.* v. *Hannay & Co.*, [1918] 2 K. B. 623 (C. A.). See NOTES, page 560.

CARRIERS — BILLS OF LADING — FORGERY OF AN INTERSTATE BILL OF LADING AS A FEDERAL CRIME. — Defendant was indicted for forging an interstate bill of lading, an act made criminal by section 41 of the Pomerene Act of 1916. *Held*, that as such a bill is void, it does not affect interstate commerce, and hence section 41 is unconstitutional. *United States* v. *Ferger*, So. Dist. Ohio, October, 1918.

For a discussion of this case, see NOTES, page 557.

CONFLICT OF LAWS — ADMIRALTY — MARITIME LIEN — FOREIGN LAW. — Two foreign vessels collided in an Algerian port. Thereupon the master of one of the vessels brought an action *in personam* in the Algerian court against the master of the other. No maritime lien was given by the local law, but an attachment of the vessel, there known as a "protective seizure," followed. Upon giving a letter of indemnity the vessel was released and then came to the United States where she was libeled by the plaintiff in the foreign action which had not proceeded to trial or judgment, but was still pending. *Held*, that the libellant had a maritime lien under the general maritime law of the United States, enforceable by a proceeding *in rem*. *The Kongsli*, 252 Fed. 267 (Dist. Ct., Dist. Me.).

As a result of the collision the *lex loci* gave a cause of action, but did not create a maritime lien. In such a case admiralty may take jurisdiction between foreigners to enforce a maritime lien, given by the general maritime law, even though none was given where the cause of action arose. *The Kaiser Wilhelm II*, 230 Fed. 717. See *The Maggie Hammond*, 9 Wall. (U. S.) 435, 450, 452. If jurisdiction depends on a maritime lien, it is difficult to see how the court, in the principal case, had jurisdiction, as the *lex loci* of the collision did not give such a lien. However, there being a cause of action, and the vessel being within the jurisdiction of the court, it seems that the court could give a maritime lien, recognized by its law, as a means of enforcing the cause of action, one of the remedies of its judicial proceeding. See MARSDEN, COLLISIONS AT SEA, 6 ed., 198. And as the jurisdiction was *in rem*, the pendency of the action *in personam* in the foreign country would not be a bar to the present action. *The Kalorma*, 10 Wall. (U. S.) 204; *The Bold Buccleugh*, 7 Moore (Privy Council), 267.

CONFLICT OF LAWS — DIVORCE — REMARRIAGE WITHIN PROHIBITED TIME — PROPERTY RIGHTS. — A statute in Washington prohibits remarriage by either party within six months of a decree of divorce. (1915, REM. CODE, 419, § 992.) The plaintiff and her husband were divorced in Washington. Two months later, the plaintiff, in company with the defendant, a resident of Washington, went to Canada where the two were married. They immediately returned to their domicile in Washington believing in good faith that the marriage was valid. The plaintiff brings suit for annulment and for a division of the property acquired subsequent to the marriage. *Held*, the marriage was void, the property to be divided as that of a partnership. *Knoll* v. *Knoll*, 176 Pac. 22 (Wash.).

It is well settled that the validity of a marriage contract depends upon the law of the place of celebration. *Henderson* v. *Ressor*, 265 Mo. 718, 178 S. W. 175; *Dalrymple* v. *Dalrymple*, 2 Hagg. Cons. 54. See 1 NELSON, DIVORCE AND SEPARATION, § 33. But although the contract by the *lex loci contractus* is